

Memorandum

Date: February 3, 2011

To: John Kovash, Mayor
Members, West Linn City Council

From: Chris Jordan, City Manager 

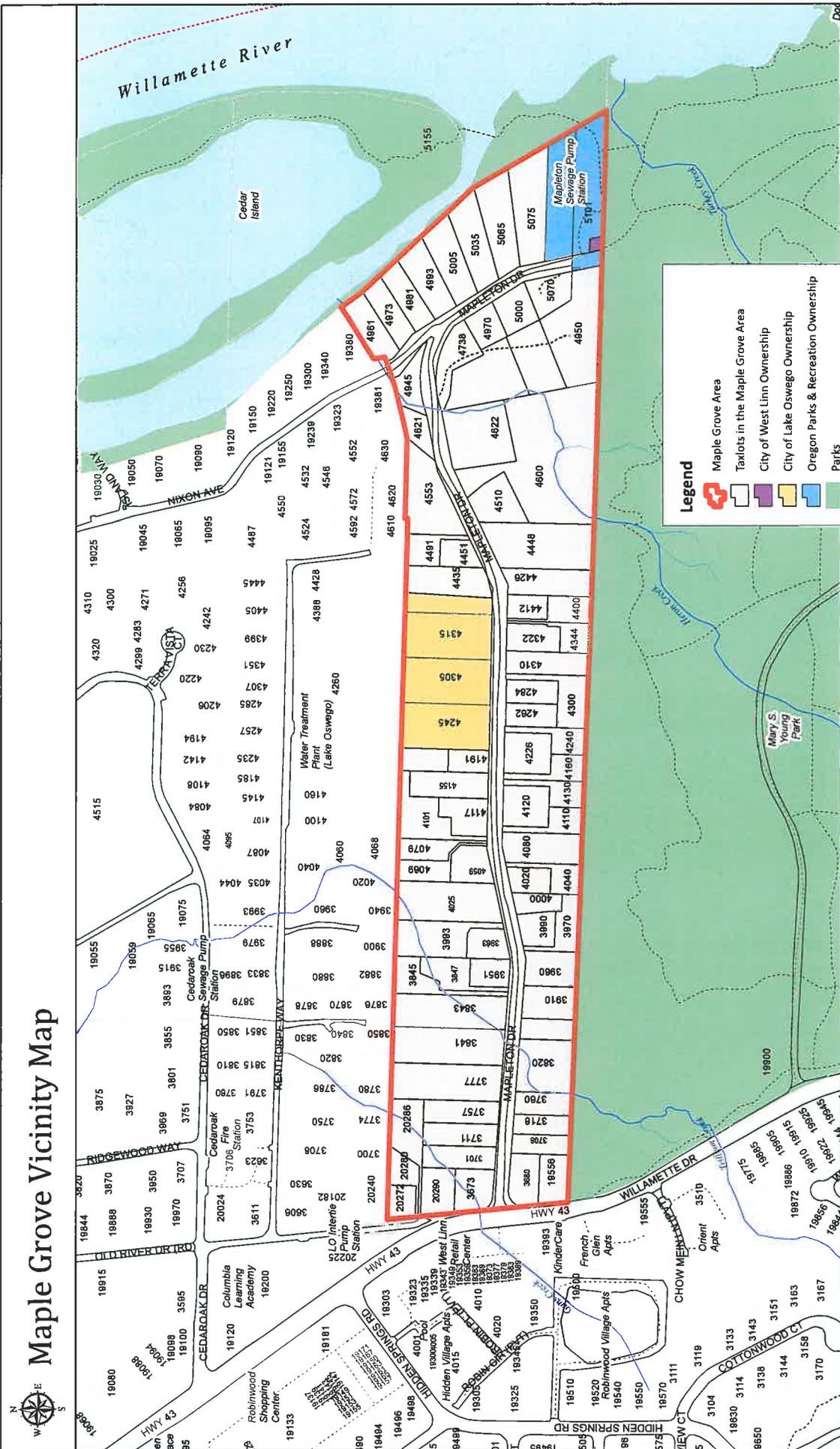
Subject: February 7 Work Session

The City Council is scheduled to meet in a work session on February 7 at 6:00. The agenda items include:

- Status report on the Lake Oswego-Tigard Water partnership. The City of West Linn has an interest in this project for the following reasons:
 - The Lake Oswego Water Treatment Plant is located on Kenthorpe Way in West Linn. Because the partnership will require expansion of this plant, concerns have been raised by many neighbors. We are expecting a report from Lake Oswego representatives on the current status of its plans, however because this is a potential land use application that could be heard by the Council on appeal, I would caution the Council not to engage in substantive discussion regarding an land use aspects of this situation.
 - The concerns raised by the neighbors include continuing discussions with Lake Oswego regarding the CC&R's for that area that state that property will only be developed as single family residential. A copy of the CC&R's is attached along with a plat map.
 - The West Linn Water Master Plan includes expansion of the West Linn-Lake Oswego intertie and the Tigard-Lake Oswego intertie as a means to provide emergency water to West Linn. These projects could be facilitated by the Lake Oswego-Tigard partnership.
- Review of the February 14 agenda. Specifically, staff would like to present information on two agenda items:
 - West Linn-Milwaukie Intergovernmental Agreement for Finance Management Services.
 - Community Development Code amendments regarding pre-application conferences and temporary signs in the public right-of-way.
- Executive Session regarding real property.

Please let me know if you have any questions.

Maple Grove Vicinity Map



Legend

- Maple Grove Area
- Taxlots in the Maple Grove Area
- City of West Linn Ownership
- City of Lake Oswego Ownership
- Oregon Parks & Recreation Ownership
- Parks
- Site Addresses



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RESERVATIONS AND RESTRICTIONS UPON USE AND
OCCUPANCY OF PROPERTY IN MAPLE GROVE, IN
CLACKAMAS COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS, That BERETTA LEONARD and H. E. LEONARD, wife and husband, do hereby certify and declare that the following reservations, conditions, covenants and agreements shall become and hereby are made a part of all conveyances of property within the plat of MAPLE GROVE, as the same appears in plat recorded in Book 23, page 36, Record of Town Plats of Clackamas County, Oregon, of which conveyances the following reservations, conditions, covenants and agreements shall become a part by reference hereto and to which they shall thereupon apply as fully and with the same effect as if set forth at large therein, during the period of twenty-five years from and after the 4th day of November, 1944.

These covenants are to run with the land and shall be binding on all persons claiming under them until November 4, 1969, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. No structure other than family dwelling, not exceeding two and one-half stories in height, with one, two or three car garage shall be erected therein, except such as are hereinafter specifically set forth, except that Commercial buildings may be erected on those lots fronting the Pacific Highway, and the old River Road, on the west side of said plat.

2. Minimum set-back lines shall be as follows:

For all dwellings, garages and/or Commercial buildings, 20 feet on Pacific Highway, and old River Road; and 20 feet on Maple Drive.

All other outbuildings shall be located on the rear part of said lots, behind dwellings and/or Commercial buildings.

3. Garages may be built and occupied during the present War, and until one year thereafter, providing such garages conform to the general architecture of the dwelling to be thereafter erected.

4. Outhouses, poultry houses and Pump houses, may be erected in the rear of dwellings and/or Commercial buildings in said plat, but such buildings shall not be obnoxious or offensive in character and the exterior thereof shall be so constructed and decorated to conform with the other buildings; Play houses or Greenhouses shall be permitted along the same general plan in the rear of the main building.
5. No noxious or offensive trade or pursuit shall be carried on upon any tract therein nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No negroes or orientals shall use or occupy any building or any tract therein, except that negroes or orientals may live upon said premises, when employed by owner or tenant as servants.
7. No dwelling costing less than \$2500.00 shall be erected on any tract in MAPLE GROVE, and no Commercial Building costing less than \$3500.00 shall be erected on those lots on the west side of said plat.
8. No fence or wall shall be erected to a greater height than four feet, except that suitable fences may be erected on rear portion for confining pets or poultry. All hedges shall be kept pruned back to a reasonable height.
9. Any restriction covering MAPLE GROVE may be changed or modified by the signed agreement or petition of 75% of the owners.
10. Until such time as a sanitary sewer system has been installed, all sewage disposal shall be by means of septic tanks of a type and in structure, construction and outlets in accordance with recommendations of the Oregon State Board of Health; and if and when a sanitary sewer system has been installed, that means of sewage disposal shall be used exclusively. In no event shall any overflow or drainage from such be permitted to appear above ground or drain into any street or road or any adjoining property.
11. These restrictions, shall also be construed as covenants and shall run with the land, and shall be binding upon all parties concerned until the 4th day of November, 1969; and that no breach thereof shall work a forfeiture of the land conveyed in fee simple, but that any such breach shall give the grantor or any owner of land in said MAPLE GROVE, the right to compel performance of these covenants, and to abate and remove any structure erected in violation thereof, through any court having jurisdiction thereof.

Witness their hands and seals this 4th day of November, 1944.

/s/ Beretta Leonard (SEAL)

/s/ H. E. Leonard (SEAL)

STATE OF OREGON)
) ss.
County of Clackamas)

BE IT REMEMBERED that on this 4th day of November, 1944, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named BERETTA LEONARD and H. E. LEONARD, wife a husband, who are known to me to be the identical persons described in an who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and Notarial Seal the day and year above written.

/s/ S. A. Henderson
Notary Public for Oregon.
My commission expires Sept. 6, 1945

Recorded February 1, 1945.